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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

**FILED**  
JAN 28 2008  
Jan 28 2008  
MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

UNITED STATES OF AMERICA, )

v. )

MHDE ASKAR )

No. 08 CR 36

Magistrate Judge Mason

### FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on January 22 2008, and for and in consideration of bond being set by the Court for defendant MHDE ASKAR, in the amount of \$ 557,455, being partially secured by real property, HIAN ASKAR and AHMAD J. ASKAR hereby warrant and agree:

1. HIAN ASKAR and AHMAD J. ASKAR warrant that they are the sole record owners and titleholders of the real property located at 4342 North Bernard Street, Chicago, Illinois, described legally as follows:

THE NORTH ½ OF LOT 45 AND ALL OF LOT 46 IN BLOCK 2 IN A.H. HILL AND COMPANY'S BOULEVARD ADDITION TO IRVING PARK BEING A SUBDIVISION BY ALSO H. HILL OF THE EAST ½ OF THE WEST ½ OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.N. 13-14-402-039-0000.

HIAN ASKAR and AHMAD J. ASKAR warrant that there is one outstanding mortgage against the subject property and that the equitable interest in the real property is at least \$ 347,000.

2. HIAN ASKAR and AHMAD J. ASKAR agree that their equitable interest in the above-described real property may be forfeit to the United States of America should the defendant MHDE ASKAR fail to appear as required by the Court or otherwise violate any condition of the

Court's order of release. HIAN ASKAR and AHMAD J. ASKAR further understand and agree that, if defendant MHDE ASKAR should violate any condition of the Court's release order, and their equity in the property is less than \$ 347,000, they will be liable to pay any negative difference between the bond amount of \$ 557,455 and their equitable interest in the property, and HIAN ASKAR and AHMAD J. ASKAR hereby agree to the entry of a default judgment against them for the amount of any such difference. HIAN ASKAR and AHMAD J. ASKAR have received a copy of the Court's release order and understand its terms and conditions. Further, the sureties understand that the only notice they will receive is notice of court proceedings.

3. HIAN ASKAR and AHMAD J. ASKAR further agree to execute a quitclaim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. HIAN ASKAR and AHMAD J. ASKAR understand that should defendant MHDE ASKAR fail to appear or otherwise violate any condition of the Court's order of release, the United States may obtain an order from the Court authorizing the United States to file and record the above-described deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligation arising from a breach of the bond.

4. HIAN ASKAR and AHMAD J. ASKAR further agree that they will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish their interest therein, including any effort to sell or otherwise convey the property without leave of Court.

5. HIAN ASKAR and AHMAD J. ASKAR further understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond

set for defendant MHDE ASKAR, they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. HIAN ASKAR and AHMAD J. ASKAR agree that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder of Deeds as notice of encumbrance in the amount of the bond.

6. HIAN ASKAR and AHMAD J. ASKAR hereby declare under penalty of perjury that they have read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.

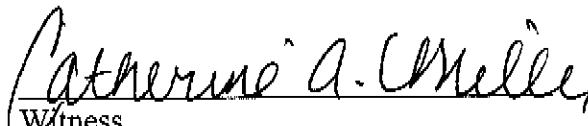
Date: 01/22/08

  
HIAN ASKAR  
SURETY/GRANTOR

Date: 01/22/08

  
AHMAD J. ASKAR  
SURETY/GRANTOR

Date: 01/22/08

  
Witness

Return to:

Ann Bissell  
U.S. Attorney's Office  
219 S. Dearborn, 5<sup>th</sup> Floor  
Chicago, Illinois 60604  
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